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SCOPE OF WORK PROVISION

FOR

BOILERMAKER-BLACKSMITH

HELPER/TRAINEE

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

WESTERN STATES

ARTICLES OF AGREEMENT



Between the
**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND
HELPERS, AFL-CIO**

and the

SIGNATORY CONTRACTORS

Effective October 1, 1997 through
September 30, 2001

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WESTERN STATES ARTICLES OF AGREEMENT

between the

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS**

(Herein referred to as "Union")

and the

SIGNATORY CONTRACTORS

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on
All Field Construction Work in the States of
Alaska, Arizona, California, Colorado, Idaho,
Montana, New Mexico, Nevada, Oregon, Utah,
Washington and Wyoming.

Effective October 1, 1997

Terminating September 30, 2001

PREAMBLE

THE PARTIES TO THIS AGREEMENT agree
to the following rules and regulations which shall
govern the mutual relations between them.

1 **ARTICLE 1**
2 **SCOPE AND PURPOSE OF AGREEMENT.**

3
4 This Agreement shall apply exclusively to the
5 States of Alaska, Arizona, California, Colorado,
6 Idaho, Montana, New Mexico, Nevada, Oregon,
7 Utah, Washington, and Wyoming; and within
8 such area this Agreement shall apply to all of
9 Contractor's field construction work (including
10 construction, erection, rigging, loading, and
11 unloading field fabrication, assembling, dismantling,
12 and repairing performed in the field) coming
13 under the jurisdiction of the Union.

14
15 **ARTICLE 2**
16 **RECOGNITION.**

17
18 The Contractor recognizes the Union as the
19 sole collective bargaining agent for all of its
20 employees employed on work covered by the
21 scope of this Agreement.

22
23 **ARTICLE 3**
24 **UNION SECURITY.**

25
26 **ART. 3(a)** All employees performing work
27 under terms of this Agreement must be, or
28 become and remain, members of the Union on
29 the eighth (8th) day after the effective date of
30 this Agreement as a condition of continued
31 employment in accordance with the provisions
32 of the National Labor Relations Act.

33
34 **ART. 3(b)** When the Contractor is notified by

1 the Union in writing that an employee is delin-
2 quent in the payment of Union dues or has failed
3 to make proper application and pay the initiation
4 fee required, the Contractor shall immediately
5 terminate such employee. Such employee shall
6 not be re-employed by the Contractor during the
7 life of this Agreement until notified by the Union
8 that the employee is a member in good standing
9 in the Union.

10
11 **ART. 3(c)** This Article shall be effective only in
12 those states permitting Union Security.

13
14 **ART. 3(d)** In the event the parties subsequent
15 to the signing of this Agreement, are authorized
16 under provisions of the Labor Management
17 Relations Act, or it is possible by reason of an
18 amendment or repeal thereof, to enter into an
19 agreement requiring membership in the Union
20 as a condition of employment, or in the event it
21 is determined by a final judgment of a court of
22 competent jurisdiction that such authorization is
23 unnecessary, either party may give written
24 notice to the other of its desire to reopen the pro-
25 visions of this Agreement affecting Union security.
26 In the event such notice is given, the parties
27 shall meet within fifteen (15) days to negotiate
28 such Union security provisions.

29
30 **ARTICLE 4**
31 **TRADE JURISDICTION AND WORK CLASSIFICATION.**

32
33 **ART. 4(a)** **INTERPRETATION OF ARTICLE 1 AS**
34 **APPLICABLE TO LOADING AND UNLOADING.** In accor-

1 dance with the Agreement reached at the settle-
2 ment of contract negotiations in 1965, there has
3 been submitted by International Vice President
4 James F. Precht, the following:

5
6 **ART. 4(b)** "It shall be within the Boilermakers'
7 jurisdiction that the unloading and loading of
8 materials which the Boilermakers are to erect; if
9 such materials are shaken out, separated, seg-
10 regated, and stored for any period of time. When
11 said material is again loaded and unloaded on a
12 conveyance and transported to the job for erection it shall be unloaded and erected by the
13 Boilermakers."
14

15
16 **ART. 4(c)** In joint review of the above, it was
17 agreed that the following shall apply:
18

19 **ART. 4(d)** The Union wishes only to protect
20 and not to expand, its historical jurisdiction over
21 unloading and loading of Boilermaker materials.
22 Also, the Union's claims are not extended to
23 apply to material that is in trans-shipment at a
24 transfer point.
25

26 **ART. 4(e)** The Contractor agrees that he will
27 not sub-contract such work for the purpose of
28 encroaching on the historical jurisdiction of the
29 Union.
30

31 **ART. 4(f)** In the event a disagreement or dis-
32 pute arises with regard to the historical jurisdic-
33 tion as outlined in the Union's claim, each specif-
34 ic case may be processed between the Union

1 and such Contractor involved in accordance with
2 the governing language of the Agreement.
3

4 **ART. 4(g)** The work of the Boilermaker
5 (Journeyman or Mechanic) shall include:
6 Boilermaking, Welding, Acetylene Burning,
7 Signaling, Loading, Unloading, Heating,
8 Chipping, Caulking, Rigging, Riveting, Bucking-
9 up, Fitting-up, Grinding, Scaffold Erecting,
10 Reaming, Impact Machine Operating and such
11 other work as is generally regarded as
12 Boilermaker (Journeyman or Mechanic) work.
13 Any employee classified as a Boilermaker shall
14 perform any of the foregoing work of which he is
15 capable.
16

17 **ART. 4(h)** The Union, the Contractor and
18 Subcontractors agree that in the event any juris-
19 dictional dispute shall arise, such dispute shall
20 be settled in accordance with the procedures
21 established by the Impartial Jurisdictional
22 Disputes Board for the Construction Industry (or
23 its successor organization) without permitting
24 the same to interfere in any way with the
25 progress or prosecution of the work. Both parties
26 agree to be governed by whatever decision
27 must be rendered.
28

29 **ART. 4(i)** When requested by the Union, the
30 Contractor shall furnish the International office of
31 the Union a signed letter on Company stationery, stating that Boilermakers were employed
32 on a specific type of work on a given project.
33
34